



City of Scottsdale
Green Building Program

BUILDER'S AGREEMENT FOR GREEN BUILDING

In consideration of the mutual promises and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Scottsdale and the Builder agree as follows:

1. The Builder may participate in the Scottsdale Green Building Program, herein after referred to as the Program, for so long as the Builder complies with the following conditions:
 - a. Submit all required project documents, as specified in the Program's Enrollment Procedures.
 - b. Qualify, construct, and complete the project in accordance with the Program's Rating Worksheet.
 - c. Attend a minimum of one green building workshop, seminar, or lecture each year beginning within six (6) months prior to or after submitting a project.
 - d. Submit for approval by Program staff a copy of all public relations and/or promotional items incorporating and/or referencing the Program or its logo, prior to publication or other use.
 - e. Maintain at least one active project in the Program within a twelve (12) month period.
2. If at any time the Builder fails to comply with any of the conditions stated in paragraph 1 of this Agreement, the Builder shall, upon written notice from the City of Scottsdale, cease and desist from using the words "Scottsdale Green Building Program" and any other Program identification materials on any of the Builder's promotional materials, and from employing any variation of such words or themes in a manner that would cause the general public to believe the Builder is still enrolled in the Program.
3. In consideration of the above, the City of Scottsdale agrees that:
 - a. The City will provide expedited plan review for the Builder at no additional cost.
 - b. The City will acknowledge the Builder's participation in promotional efforts (i.e. – web site).
 - c. Upon request, the City will provide the Builder with a Program job site sign during construction.
 - d. Upon request, the City will provide the Builder with promotional material (i.e. – brochures).
4. This Agreement acknowledges the Builder as a participant in the Program only, through the qualification of the project, and is not to be construed as an endorsement of the Builder or his business.
5. The City of Scottsdale may change or revise provisions of the Program as needed and will notify the Builder of such changes.
6. This Agreement shall continue in force for so long as the conditions of this Agreement are complied with by the Builder, unless terminated earlier pursuant to Paragraph 7 of this Agreement. Upon completion or termination of the project, the Builder shall return the Program job site sign to Program staff, or make arrangements to have it transferred to another qualifying site.
7. Either party may terminate this Agreement by providing at least fourteen (14) days advance written notice of termination to the other party; provided however, that in the event the Builder violates any of the obligations stated in Paragraph 1 of this Agreement and fails to correct such violations within a reasonable amount of time, this Agreement will terminate immediately upon written notice pursuant to Paragraph 2 of this Agreement.

_____ Name (Print)	_____ Title	_____ Builder's Company Name
_____ Signature		_____ Date